

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** Approve Resolution 14-153, authorizing the Mayor to execute contract documents for the "State of Utah Contract" between the City of West Jordan (West Jordan Arts Council) and the State of Utah.

**SUMMARY:** The West Jordan Arts Council has received funding from the Utah Division of Arts & Museums in the amount of \$1,500. The projects include City Band, West Jordan Symphony and Mountain West Chorale concerts, youth theatre performances and workshops, one major musical, three small plays, literary contest and readings, on-going exhibits in the Schorr Gallery and more.

**FISCAL IMPACT:** \$1,500

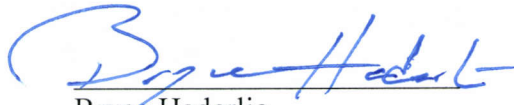
**MOTION RECOMMENDED:**

"I move to approve Resolution 14-153, authorizing the Mayor to execute contract documents for the "State of Utah Contract" between the City of West Jordan (West Jordan Arts Council) and the State of Utah for funding from the Utah Division of Arts & Museums.

Roll Call vote required

**Prepared by:**  
Arlene Farley  
Senior Executive Assistant

**Recommended by:**



Bryce Haderlie  
Interim City Manager

**THE CITY OF WEST JORDAN, UTAH**

**A Municipal Corporation**

**RESOLUTION NO. 14-153**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONTRACT DOCUMENTS FOR THE “STATE OF UTAH CONTRACT” BETWEEN THE CITY OF WEST JORDAN (WEST JORDAN ARTS COUNCIL) AND THE STATE OF UTAH**

WHEREAS, the City Council of the City of West Jordan desires to enter into an agreement with the State of Utah for Utah Division of Arts & Museums funding; and

WHEREAS, the Mayor is authorized to execute this agreement pursuant to Utah Code Annotated 10-3-1223,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized and directed to execute the attached agreement entitled as follows:

“State of Utah Contract”

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 27<sup>th</sup> day of August 2014.

KIM V.ROLFE  
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC  
City Clerk

Voting by the City Council	“AYE”	“NAY”
Councilmember Haaga	_____	_____
Councilmember Hansen	_____	_____
Councilmember McConnehey	_____	_____
Councilmember Nichols	_____	_____
Councilmember Southworth	_____	_____
Councilmember Stoker	_____	_____
Mayor Rolfe	_____	_____



Contract # \_\_\_\_\_

**STATE OF UTAH CONTRACT**

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:

Department Name: Heritage and Arts Agency Code: 710 Division Name: Arts & Museums, referred to as (STATE), and the following CONTRACTOR:

<u>West Jordan Arts Council</u>		
Name		
<u>8000 S Redwood Rd</u>		
Address		
<u>West Jordan</u>	<u>UT</u>	<u>84088</u>
City	State	Zip

## LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor  
☒ Non-Profit Corporation  
☐ For-Profit Corporation  
☐ Partnership  
☐ Government Agency

Contact Person Arlene Farley Phone #801-569-5100 Email arlenef@wjordan.com  
Vendor #16970FB Commodity Code #99999  
Tax ID: XXXXXX0635

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: FY15 Local Arts Agency Grant  
Various programs that include: exhibits (Schorr Gallery), theater (youth & adults), music (Chorale, Symphony & Band), and literary.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# n/a, FY n/a,  
Bid# n/a or a pre-approved sole source authorization (from the Division of Purchasing) # SS n/a.
4. CONTRACT PERIOD: Effective Date: 07/01/2014 Termination Date: 06/01/2015 unless terminated early or extended in accordance  
with the terms and conditions of this contract. Renewal options (if any): N/A. All payments under this contract will be completed within  
90 days after the Termination Date.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$1500 for costs authorized by this contract. Additional information  
regarding costs: n/a
6. ATTACHMENT A: State of Utah ☒ Standard Terms and Conditions [for goods]; or ☐ Terms and Conditions for Professional Services  
ATTACHMENT B: Scope of Work  
ATTACHMENT C: Payment Schedule  
ATTACHMENT D: UTAH ARTS & MUSEUMS CERTIFICATION AND STATEMENT OF ASSURANCES  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #n/a dated n/a.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR****STATE**\_\_\_\_\_  
Authorized signature\_\_\_\_\_  
Date\_\_\_\_\_  
Agency's signature\_\_\_\_\_  
Date\_\_\_\_\_  
Type or Print Name and Titlen/a grant\_\_\_\_\_  
Director, Division of Purchasing\_\_\_\_\_  
Date\_\_\_\_\_  
Director, Division of FinanceLaurel Cannon Alder

Agency Contact Person

801.236.7550

Telephone Number

801.236.7556

Fax Number

lalder@utah.gov

Email

(Revision 10/29/13)



## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6a, Utah Code, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to other types of procurement processes, including but not limited to Invitation for Bids or to Multiple Stage Bids.

### 5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

### 5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
  2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code, as amended.
  7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
  8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
  9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.
  10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
  11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.



12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 14. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:**
- 14.1 Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.
- 14.2 Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- 14.3 If a notice is delivered under paragraph 1 or 2 of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will reimburse the Contractor for products properly delivered or services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.
- 14.4 Notwithstanding any other paragraph or provision of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the State in said notice to the Contractor indicates that the Contractor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **INSURANCE:** Contractor must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation.
18. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
19. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.



20. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
21. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
22. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).
23. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
24. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
25. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
26. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
27. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Code, as amended).
28. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
29. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 7 Jan 2014)

**STATE OF UTAH**  
**Contract Attachments B and C**

**Organization:** West Jordan Arts Council

**Attachment B: Scope of Work**

Various programs that include: exhibits (Schorr Gallery), theater (youth & adults), music (Chorale, Symphony & Band), and literary.

**Attachment C: Payment Schedule (July 1-June 30)**

Your total funding is **\$1500**

**If your total funding is \$7,500 or less:**

- 100 % of your award will be mailed to you shortly after receipt of your contract materials at the Utah Arts & Museums after the start of this fiscal year.
- Arts Education Teacher-Initiated Project Grantees must file their final reports online and send the grants manager email confirmation of having completed instruction before payment will be issued.
- Final Reports must be returned to the Utah Arts & Museums within 60 days of project completion and not later than the due date to remain eligible in the next grant cycle. All report forms are due on August 1 each year.
- No late evaluation forms will be accepted.
- Please return your signed State of Utah Grant Agreement so that payments can be processed.

**If your total funding is over \$7,500:**

- 80 % of your award will be mailed to you shortly after receipt of your contract materials at the Utah Arts & Museums after the start of this fiscal year.
- The final 20% of your payment will be made upon completion of the project and receipt of your Evaluation Report Form.
- Final Reports must be returned to the Utah Arts & Museums within 60 days of project completion and not later than the due date to remain eligible in the next grant cycle. All report forms are due on August 1 each year.
- No late evaluation forms will be accepted.
- Please return your signed State of Utah Grant Agreement so that payments can be processed.



## ATTACHMENT D:

### UTAH DIVISION OF ARTS & MUSEUMS CERTIFICATION AND STATEMENT OF ASSURANCES

The applicant certifies, represents and warrants to the Utah Arts & Museums that it meets all eligibility requirements set forth by the Utah Division of Arts & Museums, including status as a nonprofit corporation pursuant to IRS Section 501(c)3 and that:

1. The information contained herein and in all attachments and supporting material is true and correct; the filing of the application had been duly authorized by the governing body of the applicant, and the undersigned authority to execute this application on behalf of the applicant.
2. The applicant accepts in advance any grant awarded by the Utah Arts & Museums, agreeing: a) That any funds received as a result of the application will be expended solely for the described projects and programs, in accordance with the State of Utah Terms and Conditions; b) To such other restrictions, conditions, and changes as the Utah Arts & Museums may impose, unless the applicant objects within 30 days of mailing the award letter setting forth the terms of the grant in writing.
3. The grant cannot be assigned to a different project or transferred without prior written approval of the Utah Arts & Museums.
4. The financial accounts shall be subject to audit by appropriate agencies of the State of Utah and/or the Federal Government. The grantee will be responsible for the safekeeping and identification of records maintained to account for funds awarded herein. Said records must be kept in the grantee's files for a period of three years after completion of the project and submission of the final expenditure report.
5. Credit for funding:
  - a. **For Arts Organizations, Arts Education, and Individual Artist Grants:** Credit must be given to the Utah Arts & Museums and the National Endowment for the Arts in brochures, news releases, programs, publications, banners, other printed materials and internet/web page recognition. Grantees must use the Utah Arts & Museums and National Endowment for the Arts logos. Narrative or audio credit must use the following line: "This project is supported in part by the Utah Arts & Museums, with funding from the State of Utah and the National Endowment for the Arts." Failure to credit the Division or the NEA could result in ineligibility for future funding.
  - b. **For Museum Grants:** Credit must be given to the Utah Arts & Museums in brochures, news releases, programs, publications, banners, other printed materials and internet/web page recognition. Grantees must use the Utah Arts & Museums logo. Narrative or audio credit must use the following line: "This project is supported in part by the Utah Arts & Museums, with funding from the State of Utah." Failure to credit the Division could result in ineligibility for future funding.
6. It is mutually agreed that all parties shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973; and Title IX.



7. The Grant Period will be effective July 1 and will end June 30. These dates will be considered the formal payment schedule. All final reports and evaluations must be returned to the Utah Arts & Museums within 60 days of project completion or by August 1, whichever occurs first. Failure to submit a final report will result in ineligibility to receive future funding for a period of one year.

Payment will be available to you on receipt of your contract materials and after July 1 (Letter of Agreement: #3 Grant Period).

8. All Grantees will agree to write and submit letters of appreciation to their State Legislators. Grantees may participate in Arts Day or Museums Day at the Legislature in lieu of the legislative letter. A copy of the letter must be submitted with your final evaluation report showing evidence of what this State funding did to support the arts in your district or the community at large. Final reports are due 60 days after project completion or August 1, whichever occurs first.
9. All Grantees will agree to and list their events on the website Now Playing Utah, found at <http://www.nowplayingutah.com/>.
10. Arts Education Project/Residency Grant Recipients are required to send a representative to a half-day grantee orientation/training. The representative must be directly involved in the grant implementation.

Signatures MUST BE ORIGINAL (Not Photocopied)

Signatures:

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Date of Application: 8/15/2014 4:05:01 PM (Last Modified Date)

Application #: a2T700000000rydEAA (Letter of Agreement)